

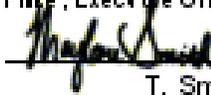
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FILED

Superior Court of California
County of Alameda

03/01/2023

Clerk of the Court, Executive Officer / Clerk of the Court

By:  Deputy
T. Smith

1 ROB BONTA
Attorney General of California
2 DENNIS L. BECK, JR.
Supervising Deputy Attorney General
3 State Bar No. 179492
Office of the Attorney General
4 1300 I Street Suite 125
P.O. Box 944255
5 Sacramento Ca. 94344-7789
Telephone: (916) 210-7801
6 *Attorneys for Plaintiff People of the State of California*
7 *Additional Counsel for Plaintiff on following page*

Exempt from Filing Fees
Pursuant to Gov. Code, § 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

13 **THE PEOPLE OF THE STATE OF CALIFORNIA,**
14
15 Plaintiff,
16
17 **v.**
18 **BAY AREA/DIABLO PETROLEUM, CO.,**
a California Corporation dba **GOLDEN**
19 **GATE PETROLEUM; GOLDEN GATE**
PETROLEUM CO., a California
20 **Corporation; WESTGATE PETROLEUM**
COMPANY, INC., a California
21 **Corporation; EASTGATE PETROLEUM,**
LLC, a Nevada Limited Liability Company
22 **dba GOLDEN GATE PETROLEUM,**
DENNIS O'KEEFE, an individual; and
23 **DOES 1 through 20,**
24 Defendants.

CASE NO. RG18919828

Assigned for all purposes to:
HONORABLE JUDGE BRAD SELIGMAN
Department. 23

~~PROPOSED~~ **FINAL JUDGMENT ON CONSENT**

Dept.: 23
Judge: Honorable Brad Seligman
Action filed: September 7, 2018

1 *Additional Counsel for the People of the State of California*

2 PAMELA Y. PRICE
District Attorney of Alameda County
3 KEVIN WONG, State Bar No. 215446
Deputy District Attorney
4 7677 Oakport Street, Suite 650
5 Oakland, CA 94621-1934
Telephone: (510) 383-8600
6 Email: Kevin.Wong@acgov.org

7 SUSAN KRONES
District Attorney of Lake County
8 255 North Forbes Street
9 Lakeport, California 95453
Telephone: (707) 263-2251

10 C. DAVID EYSTER
District Attorney of Mendocino County
11 100 North State Street
12 Ukiah, California 95482
13 Telephone: (707) 463-4211

14 JEFFREY F. ROSEN
District Attorney of Santa Clara County
15 JOHNENE L. STEBBINS, State Bar No. 186113
16 JASON M. BUSSEY, SBN 227185
Deputy District Attorneys
17 County Government Center, West Wing
70 West Hedding Street
18 San Jose, California 95110
Telephone: (408) 792-2959
19 Email: jstebbins@dao.sccgov.org
20 jbussey@dao.sccgov.org

21 CARLA RODRIGUEZ
District Attorney of Sonoma County
22 CAROLINE L. FOWLER, State Bar No. 110313
Deputy District Attorney
23 2300 County Center Drive, Suite B-170
24 Santa Rosa, California 95403
Telephone: (707) 565-3161
25 Email: Fowler@sonoma-county.org

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1 As it appears that the Court has jurisdiction over the subject matter and the parties; that
2 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA (“People”), by and through ROB
3 BONTA, Attorney General of California, DENNIS L. BECK, JR., Supervising Deputy Attorney
4 General and the additional counsel for the PEOPLE as set forth above, and Defendants,
5 GOLDEN GATE PETROLEUM CO., a California corporation; BAY AREA/DIABLO
6 PETROLEUM COMPANY, a California corporation; DENNIS O’KEEFE, an individual;
7 WESTGATE PETROLEUM COMPANY, INC., a California corporation, and EASTGATE
8 PETROLEUM LLC, a Nevada Limited Liability Company by and through its attorneys, Wallace
9 Smith, Squire Patton Boggs LLP have executed a STIPULATION FOR ENTRY OF FINAL
10 JUDGMENT ON CONSENT (“Stipulation”), filed concurrently with this FINAL JUDGMENT
11 ON CONSENT (“Judgment”); that the Stipulation recites, among other things, the consent of the
12 parties to the signing of this Judgment by the Court and to its filing and entry; and, therefore,
13 upon the consent of the parties hereto, and good cause appearing for the entry of this Judgment,

14 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

15 **A. JURISDICTION**

16 The Superior Court of Alameda County has subject matter jurisdiction and personal
17 jurisdiction over the Parties.

18 **B. DEFINITIONS**

19 Except where otherwise expressly defined herein, all terms in this Judgment shall be
20 interpreted consistent with Chapters 6.5, 6.67, 6.7, and 6.95 of Division 20 of the Health and
21 Safety Code and the regulations promulgated under these chapters.

22 1. “Covered Facilities” means the Defendants’ facilities in the State of
23 California listed in Exhibit A. Defendants have represented and warranted that Exhibit A is a true,
24 accurate, and complete list of all facilities currently owned and/or operated by Defendants within
25 the State of California.

26 2. “Certified Unified Program Agency” or “CUPA” is the agency certified by
27 the California Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of
28 the Health and Safety Code to implement certain State of California environmental programs

1 within the local agency’s jurisdiction. As used in this Judgment, CUPA includes any Participating
2 Agency or Unified Program Agency.

3 3. “Hazardous Materials Business Plan” or “HMBP” as used herein, means a
4 separate plan for each facility, site, or branch of business which meets the requirements of Health
5 and Safety Code section 25504.

6 4. “Hazardous Material,” as used herein, shall have the definition as provided
7 for in Health and Safety Code section 25501, subdivision (p).

8 5. “Hazardous Waste,” as used herein, shall have the definition as provided
9 for in Health and Safety Code section 25117.

10 6. “Hazardous Waste Management,” and “management” as used herein, shall
11 have the definition as provided for in Health and Safety Code section 25117.2.

12 7. “Underground Storage Tank System” or “UST system,” as used herein,
13 shall have the definition as provided for in Health and Safety Code section 25281, subdivision (z).

14 **C. PERMANENT INJUNCTIVE RELIEF**

15 1. GENERAL INJUNCTIVE PROVISIONS

16 Defendants, and each of them, shall be, and are hereby, permanently enjoined as
17 follows:

18 1.1. Pursuant to the provisions of the Health and Safety Code sections
19 25181, 25184, 25299.01, 25516, 25516.2 and Business and Professions Code section 17203,
20 Defendants are permanently enjoined to comply with Chapters 6.5, 6.67, 6.7, and 6.95 of Division
21 20 of the Health and Safety Code and the regulations promulgated under these chapters at the
22 Covered Facilities. Knowing failure to comply with this injunction, and the specific injunctive
23 provisions that follow, may subject Defendants to sanctions, including, but not limited to
24 contempt.

25 2. SPECIFIC INJUNCTIVE PROVISIONS

26 2.1. Defendants shall not perform work on UST systems without all
27 necessary permits or authorization from the appropriate permitting agencies.
28

1 2.2. Defendants shall not raise, alter the position of, tamper with,
2 disable, or otherwise render nonfunctional or ineffective, sensors in spill containment structures,
3 under dispenser containment, and sumps.

4 2.3. Defendants shall at all times assure the sensors in spill containment
5 structures, under dispenser containment, and sumps are placed in a position so that the sensors are
6 capable of detecting a leak at the earliest possible opportunity. Defendants shall undertake
7 measures to regularly inspect, at least monthly, the UST system to assure all leak detection
8 systems are properly placed. Defendants shall maintain a log to memorialize such inspections and
9 the results thereof. Defendants shall instruct their employees that, if during the course of such
10 sensor inspections or at any other time, employees observe a sensor which is improperly placed,
11 they shall immediately notify supervisory personnel that a sensor is not properly placed. If a
12 sensor is not properly placed or is not functioning as required, Defendants shall shut the UST
13 system down immediately. Defendants shall not place the UST system back into operation until
14 the sensor has been properly positioned, replaced, or repaired.

15 2.4. If any UST system fails a secondary containment test, and where
16 the failure would indicate to a reasonable operator that there is a potential for release to the
17 environment, Defendants shall immediately take all appropriate action to prevent a release,
18 including but not limited to, shutting down the affected portion of the UST system.

19 2.5. Defendants shall at all times ensure that all secondary containment
20 systems are constructed so that any releases to the secondary containment system will flow to a
21 collection sump, as required by California Code of Regulations, title 23, section 2636, subdivision
22 (c)(1).

23 2.6. Defendants shall at all times have a means of monitoring for water
24 intrusion by precipitation or infiltration into secondary containment, as required by Health and
25 Safety Code section 25291, subdivision (e).

26 2.7. Defendants shall at all times timely notify the appropriate CUPA of
27 any unauthorized releases from a diesel vent line and provide a report describing the release and
28

1 the corrective actions, as required by Health and Safety Code section 25295 and California Code
2 of Regulations, title 23, sections 2650 and 2652.

3 2.8. Defendants shall equip all UST systems with a spill containment
4 structure and overfill prevention system, as required by California Code of Regulations, title 23,
5 section 2635, subdivision (b). The overfill prevention system shall not allow for manual override,
6 as required by California Code of Regulations, title 23, section 2635, subdivision (b)(2).

7 2.9. Defendants shall implement corrections specified in any CUPA
8 inspection report within 30 days after receiving an inspection report, as required by California
9 Code of Regulations, title 23, section 2712, subdivision (f).

10 2.10. Defendants shall at all times have an operational audible/visual
11 alarm system connected for continuous monitoring, as required by California Code of
12 Regulations, title 23, sections 2632, subdivision (c)(2)(B) and 2636, subdivision (f)(1).

13 2.11. Defendants shall notify the appropriate authority prior to changing
14 monitoring procedures, such as replacing leak detection equipment and/or monitoring.

15 2.12. Defendants shall at all times submit Monitoring Response Plans
16 pursuant to California Code of Regulations, title 23, section 2632.

17 2.13. Defendants shall test secondary containment systems installed prior
18 to January 1, 2001, every thirty-six (36) months, in accordance with California Code of
19 Regulations, title 23, section 2637, subdivision (a).

20 2.14. Defendants shall at all times have documentation on-site regarding
21 monitoring system alarms and action taken in response to alarms, if any, available for review, as
22 required by California Code of Regulations, title 23, section 2712.

23 2.15. Defendants shall annually perform online leak detection tests, as
24 required by California Code of Regulation, title 23, section 2636, subdivision (f)(2).

25 2.16. Defendants shall annually perform pipeline integrity tests, as
26 required by California Code of Regulation, title 23, section 2636, subdivision (f)(4).

27 2.17. Defendants shall implement and maintain a monitoring program for
28 their pressurized product piping, other than pressurized piping contained in under-dispenser

1 containment, that is failsafe and shuts down the pump when a leak is detected, as required by
2 California Code of Regulations, title 23, section 2636, subdivision (f)(5)(B).

3 2.18. Defendants shall annually test and certify UST monitoring systems
4 in accordance with California Code of Regulations, title 23, section 2638.

5 2.19. Defendants shall at all times notify the appropriate CUPA in
6 advance of upgrades of UST systems, including replacement of spill containers

7 2.20. Defendants shall not allow liquid and debris to accumulate in
8 containment sumps.

9 2.21. Defendants shall at all times maintain monitoring and maintenance
10 records pursuant to California Code of Regulations, title 23, section 2712, subdivision (b).

11 2.22. Defendants shall at all times provide adequate training to all
12 employees to respond to a hazardous material spill or release from a UST system, including
13 familiarizing employees with the UST monitoring plan and release report procedures in the
14 HMBP, pursuant to Health and Safety Code section 25504.

15 2.23. Defendants shall at all times notify the appropriate CUPA of
16 changes in the usage of USTs, including a change in the storage of new hazardous substances, as
17 required by Health and Safety Code section 25286.

18 2.24. Defendants shall at all times submit accurate as-built drawings for
19 variations to the approved plans including remote monitoring sumps, remote fill lines for waste
20 oil tanks, remote alarm panels, and monitoring sensors, as required by California Code of
21 Regulations, title 23, section 2711, subdivision (a)(8).

22 2.25. Defendants shall at all times submit documentation to show
23 compliance with state and federal financial responsibility requirements applicable to underground
24 storage tanks containing petroleum, as required by California Code of Regulations, title 23,
25 section 2711, subdivision (a)(11).

26 2.26. Defendants shall at all times inform the appropriate CUPA of
27 changes to the designated underground storage tank operator, as required by California Code of
28 Regulations, title 23, section 2715, subdivision (a).

1 2.27. Defendants shall at all times cause the designated underground
2 storage tank operator to provide facility employee training, as required by California Code of
3 Regulations, title 23, section 2715, subdivision (f).

4 2.28. Defendants shall at all times maintain a list of facility employees
5 who have been trained by the designated underground storage tank operator and provide a list of
6 facility employees who have been trained to the local agency upon request, as required by
7 California Code of Regulations, title 23, section 2715, subdivision (f)(3).

8 2.29 Defendants shall provide to the appropriate CUPA the bi-annual
9 line integrity test results for all remote fill lines, as required by California Code of Regulations,
10 title 23, section 2643, subdivision (e).

11 2.30. Defendants shall submit UST permit application-Form A and UST
12 permit application-Form B to the local agency, as required by California Code of Regulations,
13 title 23, section 2711, subdivision (c).

14 2.31. Defendants shall at all times monitor the UST system as specified
15 on the permit, as required by Health and Safety Code section 25293.

16 2.32. Defendants shall at all times provide training to employees pursuant
17 to California Code of Regulations, title 22, section 66265.16.

18 2.33 Defendants shall at all times maintain documentation of training of
19 employees pursuant to California Code of Regulations, title 22, section 66265.16

20 2.34. Defendants shall at all times properly label containers of hazardous
21 waste, as required by California Code of Regulations, title 22, section 66262.34.

22 2.35. Defendants shall at all times keep containers of hazardous waste
23 closed except when removing or adding hazardous waste, as required by California Code of
24 Regulations, title 22, section 66265.173.

25 2.36. Defendants shall at all times maintain adequate aisle space in
26 hazardous waste accumulation areas, as required by California Code of Regulations, title 22,
27 section 66265.35.

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1 2.37. Defendants shall establish/implement a HMBP, as required by
2 Health and Safety Code section 25503.5.

3 2.38 Defendants shall submit/update HMBPs, as required by Health and
4 Safety Code section 25505.

5 2.39. Defendants shall at all times have an emergency coordinator, as
6 required by California Code of Regulations, title 22, section 66265.55.

7 2.40. Defendants shall not manage hazardous waste without an
8 Environmental Protection Agency Identification number, as required by California Code of
9 Regulations, title 22, section 66262.12, subdivision (a).

10 2.41. Defendants shall keep required copies of Uniform Hazardous Waste
11 Manifests for three (3) years, as required by California Health and Safety Code section 25160.2,
12 subdivision (b)(3).

13 2.42. Defendants shall not store hazardous waste on-site at any of the
14 Covered Facilities longer than ninety (90) days without a permit, as required by Health and Safety
15 Code section 25201, subdivision (a).

16 3. ENVIRONMENTAL COORDINATOR

17 3.1. Defendants shall employ and maintain a corporate officer or
18 employee knowledgeable in the California environmental laws that are the subject of this
19 Judgment, as an “Environmental Coordinator.” The Environmental Coordinator’s responsibility
20 shall be to manage Defendants’ compliance with the injunctive terms in this Judgment. The duties
21 of the Environmental Coordinator shall include collecting and maintaining copies of all written
22 advisements of violation, including Notices of Violation (“NOVs”) and inspection reports, issued
23 or performed by the CUPAs, relating to the Covered Facilities for a period of five (5) years and to
24 undertake good faith efforts to assess Defendants’ compliance with applicable laws and
25 regulations, and to advise Defendants’ personnel on compliance with all applicable laws and
26 regulations, and to correct any noted deficiencies or violations.

27 3.2. Beginning one (1) year after the entry of this Judgment, and
28 continuing for five (5) years from the entry thereof, Defendants’ Environmental Coordinator shall

1 submit to the People: an annual status report describing Defendants’ program for compliance with
2 the terms of the injunction and implementation of such compliance program; any material change
3 made to the program in the preceding year; any NOV issued to Defendants for any of the Covered
4 Facilities, any actions taken in response to such NOVs, and any penalties paid by Defendants with
5 respect to such NOVs. Each such annual report shall be signed by Defendants’ Environmental
6 Coordinator under penalty of perjury.

7 **D. PAYMENTS OF CIVIL PENALTIES AND COSTS**

8 1. Defendants are jointly and severally liable for a total of One Million Seven
9 Hundred Thousand Dollars (\$1,700,000), payable within thirty (30) days of entry of this
10 Judgment and as set forth below:

11 1.1. Defendants shall pay Four Hundred and Twenty-Five Thousand
12 Dollars (\$425,000) for reimbursement of the People’s attorneys’ fees, costs of investigation, and
13 other costs of enforcement.

14 1.2. In addition to the payments made in accordance with Section D.1.1,
15 Defendants shall pay One Million Two Hundred Seventy-Five Thousand Dollars (\$1,275,000) as
16 Civil Penalties.

17 2. All payments shall be made payable by cashier’s check or wire transfer to
18 the “Santa Clara County District Attorney’s Office,” and delivered to the attention of Johnene
19 Stebbins, Deputy District Attorney, 70 West Hedding Street San Jose, California 95110, for
20 allocation and distribution within fifteen (15) business days of receipt of such payments and
21 pursuant to the terms of Exhibit B.

22 **E. FORCE MAJEURE**

23 Defendants may assert Force Majeure as an affirmative defense in the event they are
24 unable to perform their obligations under this Judgment. Any event beyond the control of
25 Defendants that prevents the performance of such an obligation despite Defendants’ timely and
26 diligent efforts to fulfill the obligation is a Force Majeure event. A Force Majeure event does not
27 include financial inability to fund or complete the work; any failure by Defendants’ suppliers,
28 contractors, subcontractors, or other persons contracted to perform the work for or on behalf of

1 Defendants (unless failure to do so is itself due to a Force Majeure event); nor does it include
2 circumstances which could have been avoided if Defendants had complied with preventative
3 requirements imposed by law, regulation, or ordinance.

4 **F. ENFORCEMENT**

5 1. The People may move this Court to enforce any provision of this Judgment
6 and to award other appropriate relief, including penalties for contempt, by serving and filing a
7 regularly noticed motion in accordance with Code of Civil Procedure section 1005 (“Enforcement
8 Motion”). Defendants may file an opposition to, and the People may file a reply in support of,
9 such Enforcement Motion. At least ten (10) calendar days before filing an Enforcement Motion,
10 the People must seek to meet and confer with Defendants to attempt to resolve the matter without
11 judicial intervention. To ensure that the meet and confer is as productive as possible, the People
12 will identify, as specifically as the available information allows, the specific instances and dates
13 of non-compliance, and the actions that the People believe Defendants must take to remedy that
14 non-compliance and the amount of penalties, if any, sought by the People.

15 2. Imposition of penalties pursuant to Section F of this Judgment is in
16 addition to any enforcement action that may be taken by the People, or any state, county, or local
17 agency, department, board, or entity, or any CUPA for violations of applicable environmental
18 laws.

19 **G. EFFECT OF CONSENT JUDGMENT**

20 Except as expressly provided in Section J, nothing in this Judgment shall be construed to
21 preclude the People, or any state, county, or local agency, department, board, or entity, or any
22 CUPA, from exercising its authority under any law, statute, or regulation.

23 **H. MATTERS COVERED AND RESERVED CLAIMS**

24 1. This Judgment is a final and binding resolution and settlement of all known
25 claims, violations, and causes of action alleged by the People in the First Amended Complaint
26 (“FAC”) with respect to Defendants’ violations of Chapters 6.5, 6.67, 6.7, and 6.95, and of all
27 claims, violations, or causes of action that could have been asserted by the People based on the
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Supervising Deputy Attorney General
Office of the Attorney General
1300 I Street Suite 125
P.O. Box 944255
Sacramento CA. 94344-7789
Telephone: (916) 210-7801
Email: Dennis.Beck@doj.ca.gov

Kevin Wong
Deputy District Attorney
7677 Oakport Street, Suite 650
Oakland, CA 94621-1934
Telephone: (510) 383-8600
Email: kevin.wong@acgov.org

Caroline L. Fowler
Deputy District Attorney
2300 County Center Drive, Suite B-170
Santa Rosa, California 95403
Telephone: (707) 565-3161
Email: Caroline. Fowler @sonoma-county.org

Johnene L. Stebbins
Jason M. Bussey
Deputy District Attorneys
70 West Hedding Street
San Jose, California 95110
Telephone: (408) 792-2959
Email: jstebbins@dao.sccgov.org
Email: jbussey@dao.sccgov.org

b. For Defendants:

Dennis O’Keefe
Bay Area/ Diablo Petroleum Company
1340 Arnold Drive, Suite 231
Martinez, CA

Wallace Smith
Squire Patton Boggs LLP
475 Sansone Street 16th floor
San Francisco, Ca 94111
Wallace.Smith@SquirePB.com

Any party may change its notice and name and address by informing the other parties in writing by certified mail. The change shall be effective upon receipt of the certified mail.

1 2. All notices and communications required or permitted under this Judgment
2 that are properly addressed as provided in this section are effective upon delivery if delivered
3 personally or by overnight delivery or are effective five (5) calendar days following deposit in the
4 United States mail, postage prepaid if delivered by mail, or are effective the next court day that
5 electronic mail is sent before 5:00 p.m. (Pacific Time) to the electronic mail addresses of the
6 designated recipients for notice concurrent with sending the notice by United States mail.

7 **J. NECESSITY FOR WRITTEN APPROVALS**

8 All notices, approvals, and decisions of the People under the terms of this Judgment shall
9 be communicated to Defendants in writing. No oral advice, guidance, suggestions, or comments
10 by employees or officials of the People regarding submissions or notices shall be construed to
11 relieve Defendants of their obligations to obtain any final written approval required by this
12 Judgment.

13 **K. NO WAIVER OF RIGHT TO ENFORCE**

14 The failure of the People to enforce any provision of this Judgment shall neither be
15 deemed a waiver of such provision nor in any way affect the validity of this Judgment. The
16 failure of the People to enforce any such provision shall not preclude it from later enforcing the
17 same or other provisions of this Judgment. Nor oral advice guidance, suggestions, or comments
18 by employees or officials of the People or Defendants, or people acting on behalf of Defendants,
19 regarding matters covered in this Judgment shall be construed to relieve any of the Defendants of
20 their obligations under this Judgment.

21 **L. REGULATORY CHANGES**

22 Nothing in this Judgment shall excuse any of the Defendants from meeting any more
23 stringent requirements that may be imposed by changes in applicable law.

24 **N. APPLICATION OF JUDGMENT**

25 This Judgment shall apply to and be binding upon the People and upon each of the
26 Defendants, their successors, assigns, directors, officers, and representatives.

27 **O. CONTINUING JURISDICTION**

1 This Court shall retain continuing jurisdiction to interpret and enforce the terms of this
2 Judgment and to address any other matters arising out of or regarding this Judgment.

3 **P. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS**

4 On reasonable notice and subject to all of the defenses each of the Defendants would have
5 to requests for documents made by subpoenas, discovery, or other formal legal process,
6 Defendants shall permit any duly authorized representative of the People to inspect and copy
7 Defendants' respective records and documents to determine whether Defendants are in
8 compliance with the terms of this Judgment. Nothing in this Paragraph is intended to require
9 access to or production of any privileged documents.

10 **Q. PAYMENT OF LITIGATION EXPENSES AND FEES**

11 Each of the Defendants shall pay their respective attorneys' fees, expert witness fees and
12 costs, and all other costs of litigation and investigation incurred by it and/or him
13 in connection with this matter except as otherwise specified herein.

14 **R. MODIFICATION**

15 This Judgment may be modified only by the Court, upon noticed motion, or upon written
16 consent by the Parties and approval of the Court.

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Dated: 03/01/2023



The Honorable Brad Seligman
Judge of the Alameda County Superior Court
Brad Seligman / Judge

EXHIBIT A - THE COVERED FACILITIES

LOCATION/OPERATOR	OWNER	ADDRESS
Brentwood Plant/Store	Bay Area Diablo	8285 Brentwood Blvd. Brentwood, 94513
Cloverdale Sinclair - Eastgate Petroleum	Bay Area Diablo	1194 S. Cloverdale Cloverdale, 95425
Hayward - Eastgate Petroleum	J.K. Holder Trust	1565 Industrial Parkway Hayward, 94554
Westgate Petroleum- DBA Air/BP Lampson Airport	Westgate	4635 Highland Springs Road Lakeport, 95433
Oakland Store – Eastgate Petroleum	Claude Parrasso	421 23rd Ave. Oakland, 94606
Oakland Port – Eastgate Petroleum	1107 5th Street LLC	1107 5th Street Oakland, 94607
Richmond Store— Eastgate Petroleum	James M. Martin	700 Juliga Woods St. Richmond, 94806
San Jose Plant—Golden Gate Petroleum	Bay Area Diablo	905 Stockton Ave. San Jose, 95110
Willits—Sinclair – Eastgate Petroleum	Bay Area Diablo	1579 S. Main Street Willits, 95490
Benicia Cardlock— Golden Gate Petroleum	Bay Area Diablo	115-116 W. Channel Road Benicia, 94510
Los Osos—Eastgate Petroleum	The Niki Group	995 Los Osos Valley Road Los Osos, 93402
Westgate Petroleum-Bulk Plant & Card Lock	Westgate	3740 Highland Springs Road Lakeport, 95453
Atascadero – Eastgate Petroleum	Bay Area Diablo	2000 El Camino Real Atascadero, 93422
El Sobrante – Golden Gate Gasoline	San Pablo Dam Road, LLC	5329A San Pablo Dam Road El Sobrante, CA 94803

EXHIBIT B - DISTRIBUTION OF JUDGMENT PROCEEDS

Office/Payee of Distributed Amount	Civil Penalties (HSC 25299(h))	Civil Penalties (B&P 17200)	Costs	Total Distribution
Office of the Attorney General	\$0.00	\$218,750.00	\$106,250.00	\$325,000.00
State Water Resources Control Board Cleanup and Abatement Account	\$50,000.00	\$0.00	\$0.00	\$50,000.00
Treasurer of Alameda County [for District Attorney of Alameda County]	\$0.00	\$218,750.00	\$106,250.00	\$325,000.00
Alameda County Department of Environmental Health	\$15,000.00	\$0.00	\$0.00	\$15,000.00
City of Hayward – Fire Department	\$15,000.00	\$0.00	\$0.00	\$15,000.00
Treasurer of Santa Clara County [for District Attorney of the County of Santa Clara]	\$0.00	\$218,750.00	\$106,250.00	\$325,000.00
Treasurer of Santa Clara County [for Dept. of Environmental Health]	\$75,000.00	\$0.00	\$0.00	\$75,000.00
Santa Clara Fire Department	\$75,000.00	\$0.00	\$0.00	\$75,000.00
San Jose Fire Department	\$75,000.00	\$0.00	\$0.00	\$75,000.00
Treasurer of Sonoma County [for District Attorney's Office]	\$0.00	\$218,750.00	\$106,250.00	\$325,000.00
Permit Sonoma	\$15,000.00	\$0.00	\$0.00	\$15,000.00
District Attorney of the County of Lake	\$0.00	\$30,000.00	\$0.00	\$30,000.00
Lake County Division of Environmental Health	\$10,000.00	\$0.00	\$0.00	\$10,000.00
District Attorney of the County of Mendocino	\$0.00	\$30,000.00	\$0.00	\$30,000.00
Mendocino County Environmental Health	\$10,000.00	\$0.00	\$0.00	\$10,000.00
Total	\$340,000.00	\$935,000.00	\$425,000.00	\$1,700,000.00

DECLARATION OF SERVICE BY E-MAIL

Case Name: ***People v. Bay Area/Diablo Petroleum Co., a California Corporation dba
Golden Gate Petroleum***
No.: **RG189198284**

I declare:

I am employed in the Office of the Attorney General and a member of the California State Bar. I am 18 years of age or older and not a party to this matter; my business address is: 1300 I Street, Suite 125, P.O. Box 944255, Sacramento, CA 94244-2550.

On March 1, 2023, I served the attached **[PROPOSED] FINAL JUDGMENT ON CONSENT** on counsel for Defendants, Golden Gate Petroleum, et al., by transmitting a true copy via electronic mail, addressed as follows:

Wallace E. Smith
Squire Patton Boggs (US) LLP
wallace.smith@squirepb.com

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on March 1, 2023, at Sacramento, California.

Dennis L. Beck, Jr.

Declarant



Signature